

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 03-275

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

BRUSH KILLER for the County Engineer

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, October 29th, 2003**, in the office of the Purchasing Agent, "**K**" **Street Complex, Suite 200, 440 So. 8th Street (SW Wing), Lincoln, NE 68508**. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

COMMISSIONERS

KATHY CAMPBELL * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

SEALED BID

SPECIFICATION NO. 03-275

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, October 29th, 2003

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the listed project, and all other terms and conditions of the request, agrees to provide the materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

BRUSH KILLER

SPECIFICATIONS: Brush Killer; for controlling unwanted trees via cut surface treatment such as fence rows, roadways and right-of -ways. Packaged 2 each 2.5 gallon containers/case.

- Active ingredients: Picloram: 4-Amino - 3,5,6 trichloropicolinic acid, triisopropanolamine salt -- 5.4%
- 2, 4-Dichlorophenoxyacetic, triisopropanolamine salt -- 20.9%
- Inert ingredients --73.7%

- Acid equivalents: Picloram -- 3.0%
- 2, 4-Dichlorophenoxyacetic Acid -- 11.2%

"Pathway" by Dow AgroSciences or County approved alternate. Provide literature on all alternates offered.

Samples and testing on alternates may be requested (at no cost to the County).

1. **BRUSH KILLER BID:** 480 gal. \$ ____/gal. **TOTAL: \$** ____
BRAND NAME / MANUFACTURER: ____
Delivery after receipt of order: ____ Days
Price bid F.O.B. Lincoln, to: Lancaster County Engineer's Shop, Building "C"
444 Cherrycreek Road
Lincoln, NE 68528

2. **Special provisions for Commodity Term Contracts** are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes ____ No ____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period(12 months): Yes ____ or No ____; or
(b) Bid prices subject to escalation/de-escalation: Yes ____ or No ____.
(c) If (b), state period for which prices will remain firm:
Through ____.

3. **INTERLOCAL PURCHASING:** The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with contract terms and conditions, in addition to orders from Lancaster County.

___ YES ___ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

BID SECURITY REQUIRED: NO

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 03-275**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Email: _____

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION. IF YOU DESIRE A COPY OF THE BID TAB TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid is made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening

directly or indirectly to any other bidder or competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. DELIVERY

- 7.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 7.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 7.3 All bids shall be based upon delivery of equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

8. WARRANTIES, GUARANTEES AND MAINTENANCE

- 8.1 Copies of the following documents must accompany the bid proposal for all items being bid:
1. Manufacturer's warranties and/or guarantees.
 2. Bidder's maintenance policies and associated costs.
- 8.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts returned to the bidder shall be paid by the bidder.

9. ACCEPTANCE OF MATERIAL

- 9.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 9.2 Material delivered under this proposal shall remain the property of the bidder until:
1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 9.3 In the event the delivered material is defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 9.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by specification documents or purchase orders.
- 9.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

10. BID EVALUATION AND AWARD

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most

advantageous to the County, and as the County deem will best serve their requirements.

- 10.5 The County reserves the right to accept or reject any or all bids, parts of bids; request rebids; waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

11. INDEMNIFICATION

- 11.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. TERMS OF PAYMENT

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

13. LAWS

- 13.1 The Laws of the State of Nebraska shall govern rights, obligations, and remedies of Parties under this proposal and any agreement reached as a result of this process.

**SPECIAL PROVISIONS
FOR
COMMODITY TERM CONTRACTS
LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.
- 1.2 Items listed may or may not be inclusive of County requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the County shall be neither obligated nor limited to any specified amount. The County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The contract term is for one (1) year, with option to renew for additional one (1) year terms, not to exceed two (2) renewals. Total contract term not to exceed three (3) years as 36 consecutive months.
- 2.2 Bidder must indicate on the Proposal Form, in the space provided, if renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.

3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the County.
7. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
8. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various County Departments.
- 4.4 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.5 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.6 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.